

## Terms and Conditions

### Welcome to Hardman and Homes

These terms and conditions outline the rules and regulations for the use of Hardman and Homes Realtor LLC. By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use Hardman and Homes' website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Policy, and Disclaimer Notice and any or all Agreements: "Client", "You", and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our", and "Us" refer to our Company. "Party", "Parties", or "Us", refer to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services/products, in accordance with and subject to, prevailing law of the United States. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

### Cookies

We employ the use of cookies. By using Hardman and Homes' website, you consent to the use of cookies in accordance with Hardman and Homes' privacy policy.

Most modern interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate/advertising partners may also use cookies.

### License

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- Reproduce, duplicate or copy material from <https://www.hardmanandhomes.com/>
- Redistribute content from Hardman and Homes (unless content is specifically made for redistribution).

## **User Comments**

This Agreement shall begin on the date hereof.

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material, and data ('Comments') in areas of the website. Hardman and Homes does not screen, edit, publish, or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Hardman and Homes, its agents, or affiliates. Comments reflect the view and opinion of the person who posts such a view or opinion. To the extent permitted by applicable laws, Hardman and Homes shall not be responsible or liable for the Comments or for any loss, cost, liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Hardman and Homes reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive, or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not infringe any intellectual property right, including without limitation copyright, patent, trademark, or other proprietary rights of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material or material which is an invasion of privacy;
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Hardman and Homes a non-exclusive, royalty-free license to use, reproduce, edit, and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

## **Hyperlinking to our Content**

Organizations may link to our home page, to publications, or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

Organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Hardman and Homes' logo or other artwork will be allowed for linking absent a trademark license agreement.

### **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our website.

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such a request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of links from our website**

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

We endeavor to ensure that the information on this website is correct, but we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your Website. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury resulting from negligence;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any way that is not permitted under applicable law; or
- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

### **Contact Information**

If you have any questions regarding any of our terms, please contact us.